

Exhibit 1

September 21, 2020

VIA FEDERAL EXPRESS
Trk # 7715 8081 9209


ASA College, Inc.
c/o Jose Valencia, Chief Executive Officer
151 Lawrence Street
Brooklyn, New York 11201

RE: Velocitor Solutions, LLC v. ASA College, Inc.
Mecklenburg County Superior Court File No. 20-CVS-12298

Dear Mr. Valencia:

ASA College, Inc. is hereby served with the enclosed Summons and Complaint filed in connection with the above-referenced matter.

Sincerely,



Cindy D. Honeycutt
Assistant to Fred B. Monroe

/cdh
Enclosures

STATE OF NORTH CAROLINA

File No.

20-CVS-

12798

MECKLENBURG

County

In The General Court Of Justice

☐ District

☒ Superior Court Division

Name Of Plaintiff

VELOCITOR SOLUTIONS, LLC

Address

c/o James, McElroy & Diehl, P.A.; 525 N. Tryon Street, Suite 700

City, State, Zip

Charlotte

NC

28202

VERSUS

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)

ASA COLLEGE, INC.

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

ASA College, Inc.

c/o Jose Valencia, Chief Executive Officer

151 Lawrence Street

Brooklyn

NY

11201

Name And Address Of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!

Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

Fred B. Monroe, Esq.

James, McElroy & Diehl, P.A.

525 North Tryon Street, Suite 700

Charlotte

NC

28202

Date Issued

9/17/20

Time

4:07

☐ AM

☒ PM

Signature

[Handwritten Signature]

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk Of Superior Court

NOTE TO PARTIES: Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served

Time Served

☐ AM ☐ PM

Name Of Defendant

ASA College, Inc.

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served

Time Served

☐ AM ☐ PM

Name Of Defendant

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

Service Fee Paid

\$

Signature Of Deputy Sheriff Making Return

Date Received

Name Of Sheriff (type or print)

Date Of Return

County Of Sheriff

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
VELOCITOR SOLUTIONS, LLC,

Plaintiff,

v.

ASA COLLEGE, INC.,

Defendant.

FILED
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2020 SEP 17 P 4:03 20-CVS-12298

MECKLENBURG CO., C.S.C.

BY

COMPLAINT

[Jury Trial Demanded]

Plaintiff Velocitor Solutions, LLC ("Plaintiff" or "Velocitor") complaining of Defendant ASA College, Inc. ("Defendant" or "ASA") alleges and says as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff is a North Carolina limited liability company with its principal place of business in Charlotte, Mecklenburg County, North Carolina.
2. ASA is a New York corporation with its principal place of business, and therefore residence, being in Brooklyn, Kings County, New York.
3. This Court has jurisdiction over the parties and the subject matter of this action.
4. Venue is proper in Mecklenburg County, North Carolina.
5. The amount if controversy exceeds \$25,000.

SUMMARY OF DISPUTE

6. Plaintiff asserts claims against ASA for its breach of a services agreement. ASA owes Plaintiff, upon information and belief, the principal amount of \$287,424.00.

FACTUAL BACKGROUND

7. Plaintiff is in the business of providing mobile software solutions, and support services.

8. On or about May 1, 2019, ASA entered into a Services Agreement for Velocitor to stage and kit laptops, which, in turn Velocitor would ship to ASA for ASA to deploy to its students (the "Services Agreement"). In addition, Velocitor either provided helpdesk support services or the capacity to deploy helpdesk services for each kitted laptops deployed to ASA's enrolled students. For offering the helpdesk support services, ASA agreed to pay Plaintiff a monthly recurring charge based upon the active number of students enrolled with ASA. In specific, for each

student enrolled with ASA who had received a staged and kitted device by Velocitor, Velocitor would receive \$8.00 a month for offering helpdesk support services.

9. In connection the Services Agreement and the course of conduct between the parties, ASA was to provide the number of enrolled students who had received a laptop that had been kitting and staged by Velocitor.

10. ASA paid Velocitor for the staging and kitting the devices; however, it has failed to pay for all of the recurring charges due Velocitor for the helpdesk services made available by Velocitor.

11. On or about October 22, 2019, ASA indicated the number of laptops, or units, that had been deployed to its students. Velocitor then issued a corrected invoice to ASA for the corresponding amount, which ASA paid. See e-mail from ASA to Velocitor, attached as *Exhibit A*.

12. However, that was the last payment Velocitor received for helpdesk services, even though it staged, kitted and shipped additional devices to ASA, which ASA deployed to its enrolled students.

13. In accordance with the Services Agreement, Velocitor provided helpdesk services to ASA or maintained the capacity for the ability to provide helpdesk services to ASA.

14. Based upon the volume of initial deployment of staged and kitted devices, ASA, upon information and belief, has deployed all staged and kitted devices supplied by Velocitor to its enrolled students, who therefore, are enrolled to receive helpdesk support services from Plaintiff.

15. Velocitor fully performed its obligations to ASA in accordance with the terms of the Services Agreement.

16. Despite demands from Plaintiff for ASA to provide the number of enrolled students for purposes of determining the number of users that have had the opportunity to utilize helpdesk services made available by Velocitor, ASA has refused to provide such enrollment numbers.

17. ASA refused to provide the number of students to whom laptops had been deployed.

18. On July 29, 2020, Velocitor invoiced ASA for helpdesk services based upon a full deployment rate and with the understanding that Velocitor would adjust its invoicing if ASA would provide documentation of the number of students to whom laptops kitted by Velocitor had been deployed.

19. However, in breach of the Services Agreement, ASA has failed and refused to pay Velocitor the balance due, as invoiced, which equals \$287,424.00.

FIRST CAUSE OF ACTION
[Breach of Contract]

20. Plaintiff restates, realleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set out.

21. Plaintiff and Defendant entered into a binding and enforceable contract.

22. As more fully alleged herein, Defendant breached its contract with Plaintiff by failing to pay the amounts due, as invoiced.

23. As a result of Defendant's breach of contract, Plaintiff has suffered monetary damages in an amount in excess of \$25,000.

SECOND CAUSE OF ACTION
[Unjust Enrichment/Quantum Meruit]

24. Plaintiff restates, realleges and incorporates by reference the allegations contained in the preceding paragraphs as if fully set out.

25. In the alternative to Plaintiff's breach of contract claim, Plaintiff asserts this claim for unjust enrichment.

26. Plaintiff has made available to ASA helpdesk services, and the capacity to provide helpdesk services.

27. Plaintiff's maintenance and allowance for the capacity to provide helpdesk services to Defendant, and the helpdesk services provided to Defendant were not provided as a gift or gratuity. Upon information and belief, Defendant may have passed on the cost of the helpdesk services to its students.

28. In providing the capacity of the helpdesk services to Defendant, and offering the helpdesk services to Defendant, Plaintiff reasonably relied upon the expectation, to its detriment, that the Defendant would pay for such services.

29. It would be inequitable, under the circumstances, for Defendant to either have received the ability to have helpdesk services, to have received helpdesk services, or to have collected fees from students for helpdesk services, while also not paying Plaintiff.

30. Defendant has been unjustly enriched to the detriment of Plaintiff.

31. As a result of Defendant's unjust enrichment, Plaintiff has suffered monetary damages in an amount in excess of \$25,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court for an order that:

1. Awards Plaintiff monetary damages as a result of Defendant's breach of contract;
2. Awards Plaintiff monetary damages as a result of Defendant's unjust enrichment to the detriment of Plaintiff;
3. Taxes the costs of this action, and to the extent allowed by law, Plaintiff's attorneys' fees, against Defendant;
4. Awards Plaintiff pre-judgment, and post-judgment interest, on the amount awarded;
5. Grants Plaintiff a trial by jury on all claims, and defenses, asserted; and
6. Grants Plaintiff such other and further relief as the Court deems just and proper.

This the 17th day of September, 2020.

JAMES, McELROY & DIEHL, P.A.



Fred B. Monroe
N.C. State Bar No. 23438
525 North Tryon Street, Suite 700
Charlotte, North Carolina 28202
Tel.: (704) 372-9870
Fax: (704) 333-5508
E-mail: fmonroe@jmdlaw.com
Attorneys for Plaintiff

